



State of Washington Application for a Water Right

Please follow the attached instructions to avoid unnecessary delays.

For Ecology Use

Fee Paid 10.00

Date 5/26/98
DEM

Section 1. APPLICANT - PERSON, ORGANIZATION, OR WATER SYSTEM

Name JAMES D. & DARCY ALLSOP Home Tel: (360) 734 - 8287
Mailing Address _____ Work Tel: (360) 734 - 9090
City _____ State _____ Zip+4 _____ + _____ FAX: (360) 733 - 4302

Section 2. CONTACT - PERSON TO CALL ABOUT THE APPLICATION

☐ Same as above

Name DARCY ALLSOP Home Tel: (360) 734 - 8287
Mailing Address 2144 DELLESTA DR. Work Tel: (____) _____ - _____
City BELLINGHAM State WA Zip+4 98226 + 7864 FAX: (360) 733 - 4302
Relationship to applicant wife

Section 3. STATEMENT OF INTENT

The applicant requests a permit to use not more than 40 GPM .02 (☐ gallons per minute or ☐ cubic feet per second) from a ☐ surface water source or ☐ ground water source (check only one) for the purpose(s) of DOMESTIC, IRRIGATION LAWN & GARDEN, HEAT PUMP. Attach a "legal" description of the place of use. (See instructions.) NOTE: A tax parcel number or a plat number is not sufficient.

Estimate a maximum annual quantity to be used in acre-feet per year: 11 ~~ACRE~~ ACRE . FT / YR.

☐ Check if the water use is proposed for a short-term project. Indicate the period of time that the water will be needed:
From ____/____/____ to ____/____/____

Section 4. WATER SOURCE

If SURFACE WATER	If GROUNDWATER
Name the water source and indicate if stream, spring, lake, etc. If unnamed, write "unnamed spring," "unnamed stream," etc.:	A permit is desired for _____ well(s).
Number of diversions: <u>LAKE WHATCOM</u>	
Source flows into (name of body of water): <u>BELLINGHAM BAY</u>	Size & depth of well(s):

LOCATION

Enter the north-south and east-west distances in feet from the point of diversion or withdrawal to the nearest section corner:

¼ of	¼ of	Section	Township	Range(E/W)	County	If location of source is platted, complete below:		
						Lot	Block	Subdivision
		<u>26</u>	<u>38 N.</u>	<u>3 EAST</u>	<u>WHATCOM</u>	<u>46</u>		<u>of DELLESTA PK.</u>

For Ecology Use Date Received: 5-26-98 Priority Date: 5-26-98
SEPA: Exempt/Not Exempt FERC License # _____ Dept. Of Health # _____
Date Accepted As Complete 6-2-98 By SB Date Returned _____ By _____ WRIA: 1

Section 5. GENERAL WATER SYSTEM INFORMATION

- A. Name of system, if named: —
- B. Briefly describe your proposed water system. (See instructions.)

1 2 HP PUSHER PUMP ON LAKE END OF 2" LINE

- C. Do you already have any water rights or claims associated with this property or system? ☒ YES ☐ NO
PROVIDE DOCUMENTATION. SEE LEGAL DOCUMENT ATTACHED # 13743 FOR JOSEPH
LANKTREE & CERTIFICATE # 57105. WATER RIGHTS GRANTED BY PRESIDENT GRANT

Section 6. DOMESTIC / PUBLIC WATER SUPPLY SYSTEM INFORMATION

(Completed for all domestic/public supply uses.) MARCH 23, 1977. 1928 WATER RIGHTS
CLAIMS REGISTER INCLUDED.

- A. Number of "connections" requested: 2 Type of connection Home - Outbuildings
(Homes, Apartment, Recreational, etc.)
- B. Are you within the area of an approved water system? ☐ YES ☒ NO
If yes, explain why you are unable to connect to the system. Note: Regional water systems are identified by
your County Health Department.

Complete C. and D. only if the proposed water system will have fifteen or more connections.

- C. Do you have a current water system plan approved by the
Washington State Department of Health? ☐ YES ☐ NO
If yes, when was it approved? _____ Please attach the current approved version of your plan.
- D. Do you have an approved conservation plan? ☐ YES ☐ NO
If yes, when was it approved? _____ Please attach the current approved version of your plan.

Section 7. IRRIGATION/AGRICULTURAL/FARM INFORMATION

(Complete for all irrigation and agriculture uses.)

- A. Total number of acres to be irrigated: $\frac{1}{3}$
- B. List total number of acres for other specified agricultural uses:
- | | |
|-----------|-------------|
| Use _____ | Acres _____ |
| Use _____ | Acres _____ |
| Use _____ | Acres _____ |
- C. Total number of acres to be covered by this application: $\frac{1}{3}$
- D. Family Farm Act (Initiative Measure Number 59, November 3, 1977)
Add up the acreage in which you have a controlling interest, including only:
‡ Acreage irrigated under water rights acquired after December 8, 1977;
‡ Acreage proposed to be irrigated under this application;
‡ Acreage proposed to be irrigated under other pending application(s).
1. Is the combined acreage greater than 2000 acres? ☐ YES ☒ NO
 2. Do you have a controlling interest in a Family Farm Development Permit? ☐ YES ☒ NO
If yes, enter permit no: _____
- E. Farm uses:
Stockwater - Total # of animals _____ Animal type _____ (If dairy cattle, see below)
Dairy - # Milking _____ # Non-milking _____

Section 8. WATER STORAGE

Will you be using a dam, dike, or other structure to retain or store water?

☐ YES ☐ NO

NOTE: If you will be storing 10 acre-feet or more of water and/or if the water depth will be 10 feet or more at the deepest point, and some portion of the storage will be above grade, you must also apply for a reservoir permit. You can get a reservoir permit application from the Department of Ecology.

Section 9. DRIVING DIRECTIONS

Provide detailed driving instructions to the project site.

TAKE NORTH SHORE Drive around the North Shore of LAKE WAATCOM.
Drive 2 miles past Silver Beach Mkt. See two brick pillars-entrance
to Dellesta Park. Drive ~ 200 yds to 2144 Dellesta Dr. House on
right.

Section 10. REQUIRED MAP

A. Attach a map of the project. (See instructions.)

0

Section 11. PROPERTY OWNERSHIP

A. Does the applicant own the land on which the water will be used? ☒ YES ☐ NO
If no, explain the applicant's interest in the place of use and provide the name(s) and address(es) of the owner(s):

B. Does the applicant own the land on which the water source is located? ☒ YES ☐ NO
If no, submit a copy of agreement:

I certify that the information above is true and accurate to the best of my knowledge. I understand that in order to process my application, I grant staff from the Department of Ecology access to the site for inspection and monitoring purposes. Even though I may have been assisted in the preparation of the above application by the employees of the Department of Ecology, all responsibility for the accuracy of the information rests with me.

James D. Alling
Applicant (or authorized representative)

FEBRUARY 20, 1998
Date

SGmc
Landowner for place of use (if same as applicant, write "same")

FEBRUARY 20, 1998
Date

Use this page to continue your answers to any questions on the application. Please indicate section number before answer.

We are returning your application for the following reason(s):	
____ Examination fee was not enclosed	APPLICANT PLEASE RETURN TO CASHIER, PO BOX 5128, LACEY, WA 98503-0210
____ Section number(s) _____ is/are incomplete	APPLICANT PLEASE RETURN TO THE APPROPRIATE REGIONAL OFFICE
Explanation:	
Please provide the additional information requested above and return your application by _____ _____. (date).	

Ecology staff _____ Date _____

To receive this document in alternative format, contact Lisa Newman at (360) 407-6604 (Voice) or (360) 407-6006 (TDD).

Pioneer National Title Insurance Company
WASHINGTON TITLE DIVISION
Filed for Record at Request of

THIS SPACE RESERVED FOR RECORDER'S USE.

RECORDED
JUL 14 11 07 AM '76
VOL 297 PAGE 282
REQUEST OF
WELLA PANSEN, AUDITOR
WHATCOM COUNTY, WASH.
DEPUTY

TO FLYNN & ADELSTEIN
No. 4, 805 Dupont Street
Bellingham, Wash. 98225

1223063

14570

1223063

FORM L-62R

Deed and Purchaser's Assignment of Real Estate Contract

THE GRANTORS, CONLEY G. LACEY and CAROLYN LACEY, his wife,
for value received do hereby convey and quit claim to JAMES DAVID ALLSOP
and DARCY DRAKE ALLSOP, his wife, the grantees,
the following described real estate, situated in the County of Whatcom
State of Washington including any interest therein which grantor may hereafter acquire:

Lots 44, 45 and 46, "Dellesta Park," according to the
Plat thereof, recorded in Volume 7, page 34, records
of Whatcom County, Washington,

and do hereby assign, transfer and set over to the grantees that certain real estate contract dated the 29th day of
September, 1972,
between Gladys Florence Gibb, a widow,
as seller and CONLEY G. LACEY and CAROLYN LACEY, his wife,
as purchaser for the sale and purchase of the above described real estate. The grantees hereby assume and agree to
fulfill the conditions of said real estate contract.

Dated this 9th day of July, 1976.

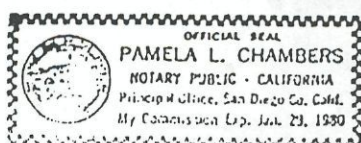
Conley G. Lacey (SEAL)
CONLEY G. LACEY
Carolyn Lacey (SEAL)
CAROLYN LACEY

CALIFORNIA
STATE OF WASHINGTON, }
County San Diego }

On this day personally appeared before me his wife,
to me known to be the individual described in and who executed the within and foregoing instrument, and
acknowledged that they signed the same as their free and voluntary act and deed, for the
uses and purposes therein mentioned.

GIVEN under my hand and official seal this

9th day of July, 1976.



Pamela L. Chambers
Notary Public in and for the State of California,
residing at

JUL 14 1976

5206 L: D Exclen E

15000

JUL 14 1976

1157225

THIS CONTRACT, made and entered into this 6th day of March, 1974,

between CONLEY G. LACEY and CAROLYN LACEY, his wife,

hereinafter called the "seller," and JAMES DAVID ALLSOP and DARCY DRAKE ALLSOP, his wife,

hereinafter called the "purchaser,"

WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following described real estate, with the appurtenances, in Whatcom County, State of Washington:

Lots 44 and 45, "Dellesta Park", Whatcom County, Washington, as per the map thereof, recorded in Book 7 of Plats, page 34, in the Auditor's office of said county and state.

SUBJECT TO:

Reservation of minerals contained in Deed recorded under Auditor's File No. 435717.

Easement for electric transmission and distribution line recorded under Auditor's File No. 420877.

Restrictions for Dellesta Park recorded under Auditor's File No. 929775 and amended by instrument recorded under Auditor's File No. 938360.

09508

The terms and conditions of this contract are as follows: The purchase price is SIXTY-NINE THOUSAND AND NO/100----- (\$ 69,000.00) Dollars, of which THREE THOUSAND AND NO/100----- (\$ 3,000.00) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

Purchasers shall assume and agree to pay balance of real estate contract between Gladys Florence Gibb, as seller, and the said Conley G. Lacey and wife, as purchasers, covering Lots 44, 45, and 46, "Dellesta Park", Whatcom County, Washington, dated 9/29/72, balance of which as of June 15, 1974, will be \$43,847.43. Purchaser shall pay \$9,576.29 on June 15, 1974, and the remaining balance of \$12,576.28, plus interest at the rate of 7 per cent per annum on or before June 15, 1975. Attached hereto as Schedule "A" are additional terms of sale.

All payments to be made hereunder shall be made at Seattle-First National Bank, Bellingham, Wash. or at such other place as the seller may direct in writing. As referred to in this contract, "date of closing" shall be June 1, 1974.

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee hereafter become a lien on said real estate; and if by the terms of this contract the purchaser has assumed payment of any mortgage, contract or other encumbrance, or has assumed payment of or agreed to purchase subject to, any taxes or assessments now a lien on said real estate, the purchaser agrees to pay the same before delinquency.

(2) The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured to the actual cash value thereof against loss or damage by both fire and windstorm in a company acceptable to the seller and for the seller's benefit, as his interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.

(3) The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his assigns shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or the assigns of either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement relied on is contained herein or is in writing and attached to and made a part of this contract.

(4) The purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate or hereafter placed thereon, and of the taking of said real estate or any part thereof for public use; and agrees that no such damage, destruction or taking shall constitute a failure of consideration. In case any part of said real estate is taken for public use, the portion of the condemnation award remaining after payment of reasonable expenses of procuring the same shall be paid to the seller and applied as payment on the purchase price herein unless the seller elects to allow the purchaser to apply all or a portion of such condemnation award to the rebuilding or restoration of any improvements damaged by such taking. In case of damage or destruction from a peril insured against, the proceeds of such insurance remaining after payment of the reasonable expense of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, unless purchaser elects that said proceeds shall be paid to the seller for application on the purchase price herein.

(5) The seller has delivered, or agrees to deliver within 15 days of the date of closing, a purchaser's policy of title insurance in standard form, or a commitment therefor, issued by Pioneer National Title Insurance Company, insuring the purchaser to the full amount of said purchase price against loss or damage by reason of defect in seller's title to said real estate as of the date of closing and containing no exceptions other than the following:

- a. Printed general exceptions appearing in said policy form;
- b. Liens or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder is to be made subject; and
- c. Any existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other obligation, which seller by this contract agrees to pay, none of which for the purpose of this paragraph (5) shall be deemed defects in seller's title.

deed to said real estate, excepting any part thereof hereafter
 date [redacted] going through any person other than the seller, and

Easements, exceptions and reservations of record.

IN WITNESS WHEREOF, the parties hereto have executed this instrument, ^{as} of the date first written above.

residing at Bellingham

THIS SPACE RESERVED FOR RECORD'S USE.

VOL 21 6 PAGE 652

MAR 15 1974

115782

1157825

SCHEDULE "A" - ADDITIONAL TERMS OF SALE

1. Purchasers, their family and guests, shall have the right to use the pier owned by Sellers, situated on shore lands abutting Lot 46, "Dellesta Park". This right shall be personal to the purchasers and shall expire, without notice if purchasers should ever transfer any part of the said Lots 44 and 45 to any other person.
2. Sellers agree that they will construct no building on the said Lot 46 which is more than two storeys in height as defined in the present City of Bellingham, Washington, zoning ordinance and that no part of any such building will be nearer to Lake Whatcom than a point located on the northwesterly boundary of the said Lot 46, 89.3 feet from the northerly corner thereof.
3. If sellers choose to sell the said Lot 46 while purchasers continue to own the said Lots 44 and 45, they shall give written notice to the purchasers. Purchasers shall then have a naked 30 day option to buy the said Lot 46 which option shall expire without further notice unless written notice of intention to purchasers is given to sellers within that time. The purchase price shall be determined by a single real estate appraiser appointed by the President of Bellingham-Whatcom County Board of Realtors, Bellingham, Washington, and terms shall be cash.
4. Purchasers are entitled to occupancy of the premises on or before June 15, 1974.

RECEIVED FOR RECORD AT 8:30 A M 5-15-74
AT REQUEST OF PIONEER NATIONAL TITLE INSURANCE COMPANY
WELLA HANSEN, CO. AUDITOR WHATCOM CO. WAS-

MAR 15 1974

Pioneer National Title Insurance Company
WASHINGTON TITLE DIVISION
Filed for Record at Request of

TO FLYNN & ADELSTEIN
No. 4, 805 Dupont Street
Bellingham, Wash. 98225

1223063

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Terry Hansen
JUL 14 11 07 AM '76
VOL 297 PAGE 282
REQUEST OF JP
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WHATCOM COUNTY, WASH.
JP DEPUTY

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1223063 FORM L-62R
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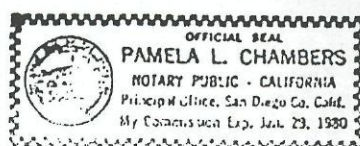
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as purchaser for the sale and purchase of the above described real estate. The grantees hereby assumes and agrees to
fulfill the conditions of said real estate contract.

Dated this 9th day of July, 1976.
Conley G. Lacey (SEAL)
CONLEY G. LACEY
Carolyn Lacey (SEAL)
CAROLYN LACEY

CALIFORNIA
STATE OF WASHINGTON, }
County San Diego }

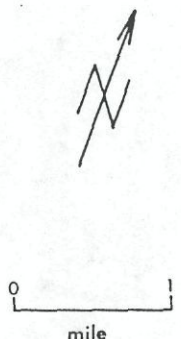
On this day personally appeared before me CONLEY G. LACEY and CAROLYN LACEY,
to me known to be the individual, his wife, described in and who executed the within and foregoing instrument, and
acknowledged that they signed the same as their free and voluntary act and deed, for the
uses and purposes therein mentioned.

GIVEN under my hand and official seal this 9th day of July, 1976.

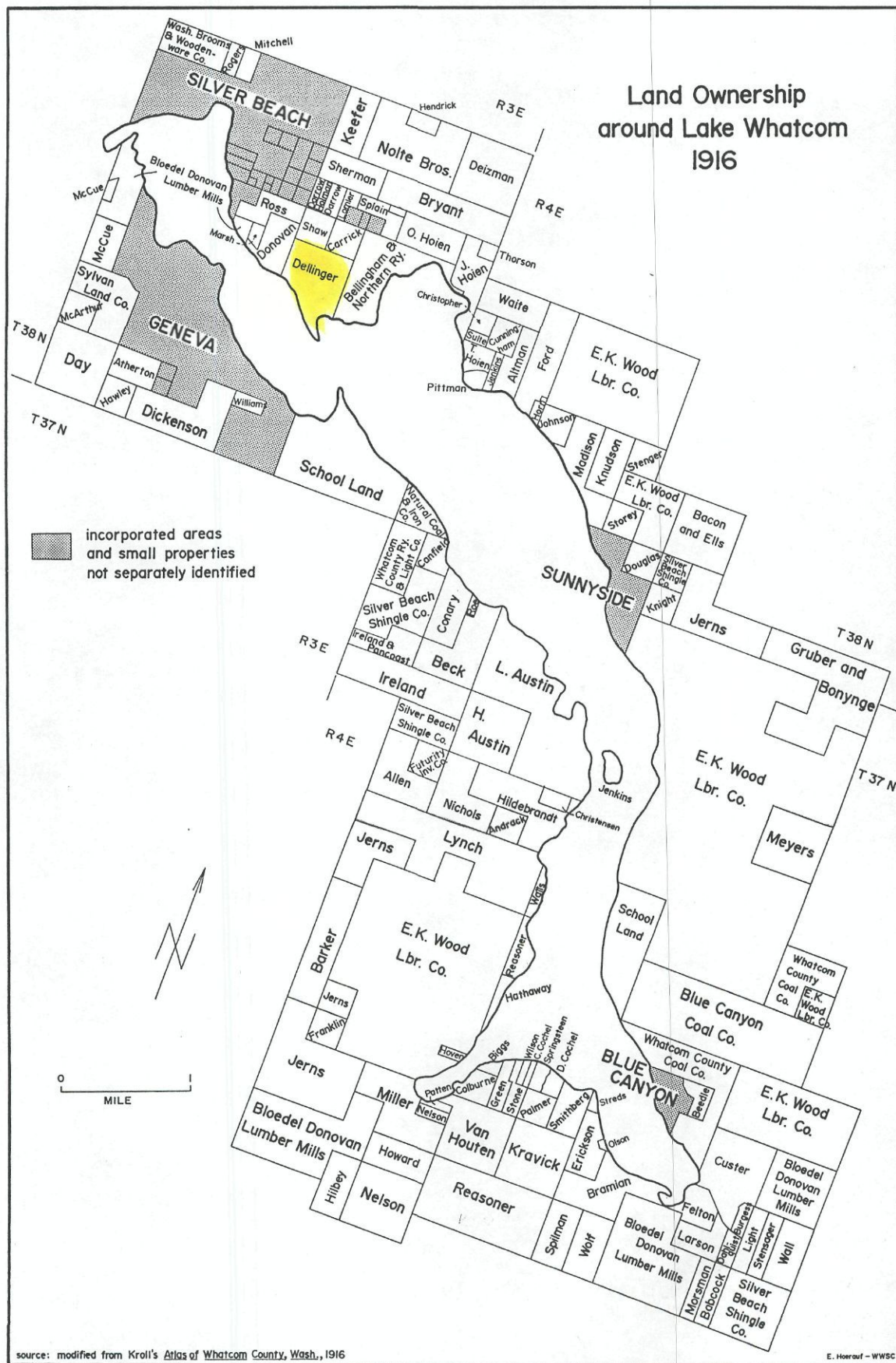


Pamela L. Chambers
Notary Public in and for the State of California,
residing at

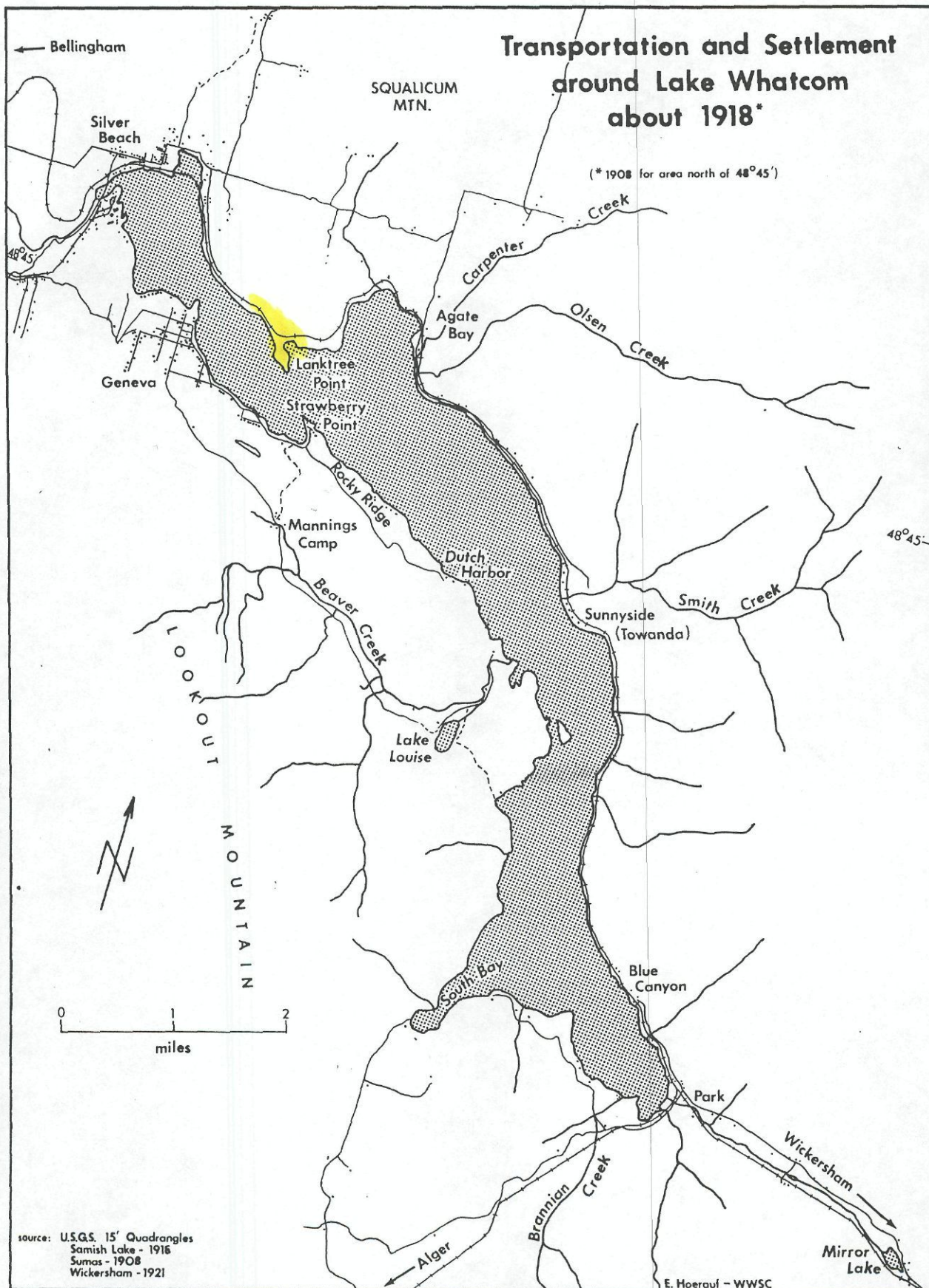
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JUL 14 1976



Map II--Map of Original Land Ownership around Lake Whatcom



Map III--Map of Land Ownership around Lake Whatcom, 1916



Map IV--Map of Transportation and Settlement around
 Lake Whatcom about 1918

3
63

The N E half of Lot 3, in Blk 69, in the town of New Whatcom, as shown by the plat thereof ^{recorded} in the office of the Auditor of said County in Record Book B of Plats at Page 14. Subject to outstanding taxes and street assessments.

Cov G W except for outstanding taxes and street assessments.

(No wit)

McBue
Henry ~~McBue~~ (Seal)
Catharin ~~McBue~~ *McBue* (Seal)

McBue
Ack in WcWn, July 2, 1896, by Henry ~~McBue~~ and Catharine ~~McBue~~ *McBue*, his wife, bef P. F. Whiting N P in and for the State of Wash., Res New Whatcom. N S

#41365

D E E D Fld Jan 9, 1897

42 D 45

Dtd Jan 5, 1897 \$100

Eliza Lanktree(a widow) of New Whatcom, Wash.

To

John R. Crites, of the same place

Pfp does gbscc unto psp his heirs and assigns the fol desc land sit in WcWn, to-wit:

2
62

Lot 2 in Sec 26, Tp 38 N, R 3 E W M Whatcom County, Wash.

Cov G W

2 wit

Eliza Lanktree  (NO SEAL)

Ack in WcWn, Jan 5, 1897, by Eliza Lanktree(widow) bef D. W. Freeman, N P in and for the State of Wash., Res New Whatcom. N S

M. E. H.

All of Lots 7 and 8 in Blk 9 of the City of Whatcom now forming a part of the City of New Whatcom as the sm as designated and descbe upon the Supplemental plat of the sd City of Whatcom filed for rec in the off of the aud of WC on December 3 1886

\$1.50 Rev S

Sigs seals

Ack in WCWn Oct 31 1899 by GD and ED his wf bef A E Woolard NP in and for the St of Wn res New Whatcom NS

50466

51 D 611

D Fld Nov 1 1899

Dated Oct 31 1899 \$1 and other val consid

Eliza McConkey (nee Eliza Larktree) single person of New Whatcom Wn

TO

Charles I. Holt of the sm pla

Ep d gbscc unto sp his ha the fol des land in WCWn to-wit:

Com at the s w cor of lot 1 in sec 26 Tp 38 N. R. 3 E. W.M. run th L on the Line btw Lots 1 & 2 to the N w cor of sd Lot 1 Th due E 20 Rods th S to the s line of sd Lot 1 on the Lake Shore Th in a North wly direction along the shore of sd Lake tp point of beg subject to the taxes on sd land

Covs GW except as to taxes assessed upon sd Lands

\$.50 Rev S

Eliza McConkey seal

2 w

Ack in WCWn Oct 31 1899 by Eliza McConkey bef John R Crites NP in and for the St of Wn res New Whatcom NS

50470

51 D 612

D Fld Nov 1 1899

Dated Oct 31 1899 \$475

Joseph B Dawson a bachelor of New Whatcom Wn

TO

Charles A Archer

Ep d gbscc unto sp his ha the fol des land in WCWn to-wit:

All of Lot 10 in Blk 6 of the York Add to the Town of New Whatcom acc to the recd plat thof

Covs GW

Sig seal

W

.50 Rev S

continued

Dtd May 31, 1900
\$.50 R S

\$50.00

John R Crites and Delia E Crites, of Whatcom County
TO
Hattie A Dellinger, of spla

Fp d gbscc to sp ha the fol desc land sit in C of W St of Wn twt:

All of Lot 2 in Sec 26 Tp 38 N R 3 E W M acc to Gov Sur

The grantee assuming the payment of all Taxes now assessed agst
and upon sd lands

Cov: G W excepting as against Taxes *and assessments*

2 wit

John R Crites
Delia E Crites

seal
seal

Ack in WCWn May 31, 1900 by John R Crites & Delia E Crites,
bef Ed E Hardin, Np in and for the St of Wn Res New Whatcom,
Wash. in said County NS

oooooooooooooooooooooooooooo

#53654

D Fld July 2, 1900
Dtd June 5, 1897

\$1.00

43 D 408

Jacob Wirth, widower
TO
Henry Wirth

Fp d gbscc to sp ha the fol desc land sit in C of W St of Wn twt:

S $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Sec 9 Tp 40 N R 3 E cont 80 a m or l acc to the
U S Sur

Cov: G W
1 wit

Jacob Wirth seal

Ack in Ida County, Iowa, June 5, 1900, by Jacob Wirth, widower,
bef H L Hastings, NP in and for the St of Iowa, Res Battle Creek
NS

oooooooooooooooooooooooooooo

#53662

D Fld July 3, 1900
Dtd July 3, 1900

\$120.00

43 D 409

Mary R Jaeger and Ernest L Jaeger, her hus, of Portage, Wis
TO
Christoph Meyer of New Whatcom, Washington.

Fp d gbscc to sp ha the fol desc land sit in C of W St of Wn twt:

Lots 1 and 2 in Blk 263 in Whatcom, now New Whatcom acc to the
plat now on file in the Aud off of ~~Whatcom~~ Whatcom County, Washington.

Cov: G W, except any and all taxes for 1900 & thereafter

2 wit

Mary R Jaeger
Ernest L Jaeger

seal
seal

Ack in WCWN, July 3, 1900, by Mary R Jaeger and Ernest L Jaeger

P J Peterson

Lot 6 Blk 326 First Add to Tn. of New Whatcom

145465 ✓

WD Fld Dec 13, 1910 9:10
Dtd Nov 30 1910 \$1 ovc

Lizzie Pease and Edward Pease (her h) of WC
TO
Emil T Lehmann and Maren J Lehmann (his wf) of WC

West 1/2 of SW 3-39-3

145466 ✓

WD Fld Dec 13 1910 10 am
Dtd Nov 11 1910 \$50

Charles L Holt a widower of B Wn
TO
Hattie A Dellinger of B

That part of the W 1/2 of W 1/2 of Lot 1 26-38-3 lying N of a line
50 ft distant frm and parallel to center line of B B & E
Rr (now NP)

145467 ✓

WD Fld Dec 13, 1910 10:05
Dtd Dec 12, 1910 \$400

Bartlett Estate Company a Calif cp by E W Purdy its a in f
TO
Christian Boehringer of B

Lots 6, 7, Blk 142 F L Cos 2nd to F

145469 ✓

Mining D Fld Dec 13 1910 11:40
Dtd Dec 7, 1910 \$1 ovc

Oriental Milling & Mining Company a Wn corp
TO
Will A Lowman of Anacortes

Slate Creek District: Nankin, 3 MC 634
Shanghai 3 MC 607

145471 ✓

QCD Fld Dec 13 1910 11:55
Dtd July 17 1902 \$1.00

Oscar Holmer a bach of WCWn
TO
Sam Swanson of WCWn

Blk 44 Fairhaven

113 D 593 W.B.

113 D 594 W.B.

113 D 594 W.B.

113 D. 595

113 D 597 W.B.

parties to sd cause receive the full and entire sum of money which might be paid by person or by her agent or by any person at such sale thereof by the sd Master as aforesaid and have the sum so bid therefor by her, to the amt of the sd prin int costs and taxes in sd Cause credited upon the sd decree without the actual payment of money unto the hands of sd master or into the court except sufficient to pay the sd Masters and Clerks Costs therein, and Whereas on Aug 3, 1896 an order of sale was duly issued from and under the seal of sd court and to sd Master duly directed and delivered in and by wh he was directed and ordered to cause the said mortgaged prems in sd bill of complaint and decree and hereinafter particularly described to be sold and of all his doing thereunder to make and report as therein directed; and Whereas sd fp in purs of and in accordance with sd decree of sd Ct and sd order of sale did on Sept 5, 1896 at 10 o'clock A.M. at the front door of the C Ct House of WCWn at the City of New What, so at pub auctn the said mtged prems sitin WCWn hereinafter described first having given notice of the time and place and terms of sd sale as in and by said decree and sd order of sale particularly directed and required; at wh said mortgaged prems were duly, regularly fairly struck off to sp for \$1500 she being the highest and best bidder therefor; and thereafter sd fp returned report of said sale; said ct confirmed said sale and report, and the period of right and equity of redemption provided by the laws of the St of Wash: regarding redemptions of sale of land under execution and Mort foreclosure having expired and no redemption of sd prems having been made;

Therefore fp in order to carry into effect the sale so made as aforesaid in purs of the sd decree and said order of sale and by virtue of the law in such case made and provided and in consequence of the prems and \$1500 paid by sp (recpt ackn) doth gbs rels all and confirm unto sp land desc as fol to wit:

Hattie Dellinger?
2/62

Lots 1 and 2 and the S half of the Ne qr and all in sec 26 twp 38 n of r 3 East in WCWn

(U S C SEAL)

Eben Smith as United States Master in
Chancery for the District of Washington
Northern Division

Ack in King County, Wn Mch 26, 1898 by ES as Master as aforesaid,
bef Stewart E Smith NP inf the St of Wn. res at Seattle SEAL

Apprvd Mch 26, 1898 by C H Hanford Judge

53160

D Fld May 31, 1900

Dtd May 29, 1900

\$500

54 Deeds 232

Eliza McConkey formerly Eliza Lanktree single person of WCWn
TO

Hattie A Dellinger of sm plc

Fp does c and w unto sp the fol des r e:

2/62 S half of Ne qr and Lot 1 all in sec 26 Twp 38 N.R. 3 East W.M.
However excepting and reserving from this conv that certn tract
of land being a portion of Lot 1 abv desc heretofore deeded to

C L Holt being a strip of land alg the west side of sd Lot 1 and contg about 11 acres Expressly except from this warranty in this deed all taxes on sd land sit in WCWn

2 wits

Eliza McConkey seal

Ack in WCWn May 29, 1900 by E McC bef John R Crites NP inf the St of Wn res at New Whatcom SEAL

53162

D Fld May 31, 1900

54 Deeds page 232

Dtd May 8, 1900

5150

William Bartlett

TO

Mrs May Swihart of Lynden Wn

Ep does gbscc unto sp land in WCWn towit:

No 1

Com at a point 34 rods S 59° west from the meander post on the sec line between Secs 20 and 21 Tp 40 N R 3 E on the N bank of the Nooksack River; thence n 27° 3' W 24 rods and 5 links to slough, thence s 62° 30' W alg the edge of the slough 28 rods; thence s 66° W across the slough to a point 34 rods and 16 links N of the Se corner of the Sw $\frac{1}{4}$ of the Ne qr of sect. 20 Tp. 40 N. R 3 East; thence S 34 rods and 16 lks.; thence East 34 rods to the river; thence following the bank of the river in a nely direction to the point of beg contg 7 $\frac{3}{4}$ acres more or less

No 11

Also Comm at the NW cor of the Ne $\frac{1}{4}$ of the Se $\frac{1}{4}$ of sec 20 Tp. 40 N R 3 E; th N 25° 30' W alg the C Road a dist of 40 rods to the S line of Front Street in the Town of Lynden; th N 64° 30' E a dist of 18 rods and 15 links s a dist of 44 rods and 19 links to plc of beg contg 3 acres

No. 111

Also comm at a point 30 ft. E of the Ne cor of the NW $\frac{1}{4}$ of the Se $\frac{1}{4}$ of sec 20 Tp. 40 N R 3 E; thence E 34 rods to river; th fol dow the w bank of the Nooksack River to a point where the C Road crosses said river near sec line between Secs 20 and 21 Tp. 40 N R 3 E; thence alg the e line of sd road a dist of 143 rods to the point of beg contg 17 acres more or less Excepting a strip of land 90 ft. X 287 ft. off the n end of No II abv desc heretofore deeded excepting a lot 10 acres lying between the Nooksack River and County Road on the s e part of No 3 heretofore sold and deeded to Milton H. Bartlett

This conv is made subj to present incumbrances on sd land

Cov GW

2 wits

William Bartlett seal

Ack in Nez Perce Co Idaho May 7, 1900 by WB bef G W Tannahill NP inf the Co of Nez Perce Idaho SEAL

53165

D Fld May 31, 1900

54 Deeds 234

The pur price of \$3300. shall be pd as follows to wit:
\$275. cash, and the further sum of the pur price of
\$3025. to be pd the fp at the rate of \$30. Or more
including int at 7% per ann int to begin on the date
of this contr, payable monthly, the first of sd monthly
paymts of \$30. including int to begin on the 15th
day of Jan 1928 and a like sum of \$30. or more incl
int on the 15th day of ea and ev mo thereafter for one
yr ending Jan 15 1929 then paymts of \$35. or more
including int at 7% per ann thereafter per mo until
the bal of the pur price is pd in full.

Sps agree that they will regularly and seasonably pay
all taxes and assmts wh may be hereafter lawfully
imposed on sd prems, and that all improvements
placed thereon shall remain

Insurance in the sum of \$2600.

Sps accept possession of sd prop in its present cond and
agree to pay the full cons named therein

Time is the essence of this agreement

John Shaw

Mike Spisak

Anna Spisak

Ackd in WCNW Dec 9 1927 by John Shaw a bachelor and
Mike Spisak and Anna Spisak hus and wf bef A. S.
Riddel NP i a f the Sof W res at Bellingham Seal

George C. Dellinger, ~~Harriet~~ 407537

Harriette M. Browne, Edna Deed

L. Musgrave and Margaret M. Dtd Apr 2 1932

Palmer Fld Apr 4 1932 12:15

Vol 220 pg 556

\$10. a o v c

to

Dellinger Estate, a corporation

c and w

204 Lots 1, 2, 3, and 4 in Block 11 according to the Plat
of Central Whatcom;

230 Lot 6 in block 23, and lots 4, 7 and 8 in block 24
240 according to the Map of the Town of New Whatcom;

230 The Southeast 25 feet of the northwest 75 feet of
240 lots 7 and 8 in block 23, and lots 1, 2, 8, 15 and 16
250 in block 79 according to the Map of the Town of New
260 Whatcom;

230 An undivided half interest in lots 5 and 6 in block
240 13 and in lots 1 and 5 in block 34 according to the
250 Supplemental Map of the Town of Whatcom;

123 Lot 7 in block 144 according to the Map of the First Addition to New Whatcom;

634 Lots 13, 14, 15, 16 and 17 in block 3, and lot 7 in block 18 according to the Plat of Elwood's Addition to the City of Whatcom;

318 The East 50 feet of lot 4 in block 20 according to the Plat of Silver Beach on Lake Whatcom, and the East 50 feet of lot 4 in block 23 according to the Plat of Lake Whatcom Shore Lands;

120 Lots 1 and 2 in block 33 according to the Amended Plat of Fairhaven;

521 Lots 18 and 19 in Block 33 according to the Plat of Bellingham Bay Land Company's First Addition to Fairhaven;

518 Lot 10 in Block 1 according to the Plat of Valley Park Addition to Fairhaven;

124 Lot 10, that part of lot 19 lying west of the railroad, and the West half of lot 23 according to the Plat of Alder Grove;

419 The Northeast quarter of the northeast quarter of the northeast quarter of section 33 in township 40 North, of range 4 east W. M.;

62 Lot 1, less roads; in Section 26 township 38 North of Range 3 East W. M.

63 Lot 2 and the south half of the northeast quarter of section 26, in township 38 North of range 3 east W. M.;

919 The Northwest quarter of the southeast quarter of section 27, township 39 North of range 3 East W. M.;

61 The West half of lot 1, less the south 40 feet of Padden Court tracts, in section 6, township 37 North of range 3 east W. M.

George C. Dellinger
Edna L. Musgrave
Margaret M. Palmer
Harriette M. Browne

Ackd in WCWN Apr 2 1932 by George C. Dellinger and Harriette M. Browne, Edna L. Musgrave and Margaret M. Palmer bef Charles H. Hurlbut NP i a f the Sof W res at Bellingham Seal

407538 ng

Ed Armstrong and Hannah Arm- 407539
strong hs wf

to

WD
Dtd Sept 12 1929
Fld Apr 4 1932 1:30
Vol 622 pg 550



SECURITY TITLE INSURANCE COMPANY
OF WASHINGTON
1102 SECOND AVENUE • SEATTLE, WASHINGTON 98101 • MAIN 3-0870

THIS SPACE RESERVED FOR RECORDER'S USE

RECORDED
PIONEER NATIONAL TITLE
INSURANCE COMPANY
1976 JUL 3 8 30
VOL 298 PAGE 720
NOTARY DE
ELLA MATHSON, AUDITOR
WHATCOM COUNTY, WASH.
DEED

Filed for Record at Request of

NAME Abbott, Lant & Fleeson

ADDRESS 215 Mason Bldg.

1224223

15463

CITY AND STATE Bellingham, Washington

D-59312



Warranty Fulfillment Deed

THE GRANTOR, GLADYS FLORENCE GIBB, a widow,

for and in consideration of SIXTY THOUSAND and No/100 DOLLARS (\$60,000.00)

in hand paid, conveys and warrants to CONLEY G. LACEY and CAROLINE LACEY,
husband and wife,

the following described real estate, situated in the county of Whatcom, State of Washington:

Lots 44, 45 and 46, "Dellesta Park," Whatcom County, Washin gton, as per the map thereof, recorded in Book 7 of Plats, page 34, in the Auditor's office of said county and state.

SUBJECT TO exceptions, reservations, restrictions and easements of record.

1224223

This deed is given in fulfillment of that certain real estate contract between the parties hereto, dated September 29, 1972, and conditioned for the conveyance of the above described property, and the covenants of warranty herein contained shall not apply to any title, interest or encumbrance arising by, through or under the purchaser in said contract, and shall not apply to any taxes, assessments or other charges levied, assessed or becoming due subsequent to the date of said contract.

Dated this

29th

day of

September, 1972.

Gladys Florence Gibb (SEAL)

(SEAL)

STATE OF WASHINGTON,

County of WHATCOM

On this day personally appeared before me GLADYS FLORENCE GIBB, a widow, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 29th day of September, 1972.

[Signature]
Notary Public in and for the State of Washington,
residing at Bellingham.

300.00
S
SLN 0499
46640 HLS
OCT-13-72

1208946

9

STATUTORY WARRANTY DEED

THE GRANTORS, CONLEY G. LACEY and CAROLYN LACEY, his wife, for and in consideration of TEN AND NO/100 (\$10.00) DOLLARS, and other valuable consideration in hand paid, convey and warrant to JAMES DAVID ALLSOP and DARCY DRAKE ALLSOP, his wife, the following described real estate, situated in the County of Whatcom, State of Washington; 03072

1208946

Lots 44 and 45, "Dellesta Park", Whatcom County, Washington, as per the map thereof, recorded in Book 7 of Plats, page 34, in the Auditor's office of said county and state.

EXCEPTIONS:

Contract of sale between Gladys Florence Gibb, a widow, as Vendor, and Conley G. Lacey and Carolyn Lacey, his wife, as Vendees, dated September 29, 1972, recorded under Auditor's File No. 1125285 on October 12, 1972, receipt number 6640, balance of which Purchasers Allsop assume and agree to pay.

An easement affecting the portion of said premises and for the purposes stated herein, and incidental purposes for electric transmission and distribution line in favor of Puget Sound Power & Light Company recorded July 19, 1933, under Auditor's File No. 420877.

Exceptions and reservations contained in deed from the State of Washington whereby said grantor excepts and reserves all oils, gases, coal, ores, minerals, fossils, etc., and the right of entry for opening, developing and working mines, etc., provided that no rights shall be exercised until provision has been made for full payment of all damages sustained by reason of such entry, recorded under Auditor's File No. 435717.

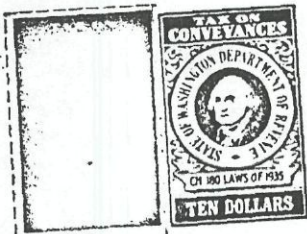
Reservations contained in deed executed by Dellinger Estate, a Washington corporation, recorded July 26, 1940, under Auditor's File No. 530920, as follows: Subject to reservations by said Dellinger Estate of all coal, oil, gas and minerals.

Covenants, conditions and restrictions contained in the plat and in amendment "Pursuant to the Order of the Board of Whatcom County Commissioners" recorded May 9, 1962, under Auditor's File No. 929775 and further amended by instrument recorded October 22, 1962, under Auditor's File No. 938360, as hereto attached.

This Deed is given in fulfillment of that certain real estate contract between the parties hereto, dated March 6, 1974, and conditioned for the conveyance of the above described property and the covenants of warranty herein contained shall not apply to any title, interest or encumbrance arising by, through or



1-30-76



FEB 24 1976

1208946

under the purchaser in said contract, and shall not apply to any taxes, assessments or other charges levied, assessed or becoming due subsequent to the date of said contract.

Real Estate Excise Tax was paid on this sale or stamped exempt on *March 14, 1974*, Rec. No. 1509

DATED this *9th* ^{*May*} day of March, 1974.

Conley G. Lacey
CONLEY G. LACEY

Carolyn Lacey
CAROLYN LACEY

STATE OF WASHINGTON)
(SS.
COUNTY OF WHATCOM)

On this day personally appeared before me CONLEY G. LACEY and CAROLYN LACEY, his wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this *9th* day of March, 1974.

Larry Nelson
NOTARY PUBLIC in and for the State
of Washington, residing at Bellingham.

RECORDED
pte
FEB 24 9 11 AM '76
VOL 274 PAGE 408
REQUEST OF
WELLAHANSEN, AUDITOR
WHATCOM COUNTY, WASH.
DEPUTY

FEB 24 1976

Pioneer National Title Insurance Company
WASHINGTON TITLE DIVISION
Filed for Record at Request of

TO FLYNN & ADELSTEIN
No. 4, 805 Dupont Street
Bellingham, Wash. 98225

1223063

RECORDED
THIS SPACE RESERVED FOR RECORDER'S USE.
Derry Hansen
JUL 14 11 07 AM '76
VOL 297 PAGE 282
REQUEST OF OP
WELLA HANSEN, AUDITOR
WHATCOM COUNTY, WASH.
OP DEPUTY

14570

1223063
Deed and Purchaser's Assignment of Real Estate Contract

FORM L-62R

THE GRANTORS, CONLEY G. LACEY and CAROLYN LACEY, his wife,
for value received do hereby convey and quit claim to JAMES DAVID ALLSOP
and DARCY DRAKE ALLSOP, his wife, the grantee,
the following described real estate, situated in the County of Whatcom
State of Washington including any interest therein which grantor may hereafter acquire:

Lots 44, 45 and 46, "Dellesta Park," according to the
Plat thereof, recorded in Volume 7, page 34, records
of Whatcom County, Washington,

and do hereby assign, transfer and set over to the grantee that certain real estate contract dated the 29th day of
September, 1972,
between Gladys Florence Gibb, a widow,
as seller and CONLEY G. LACEY and CAROLYN LACEY, his wife,
as purchaser for the sale and purchase of the above described real estate. The grantee hereby assumes and agrees to
fulfill the conditions of said real estate contract.

Dated this 9th

day of July, 1976.

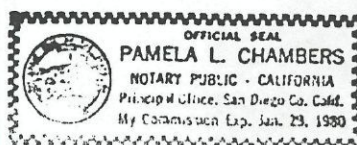
Conley G. Lacey (SEAL)
CONLEY G. LACEY
Carolyn Lacey (SEAL)
CAROLYN LACEY

CALIFORNIA
STATE OF ~~WASHINGTON~~, }
County San Diego } ss.

On this day personally appeared before me CONLEY G. LACEY and CAROLYN LACEY,
his wife, described in and who executed the within and foregoing instrument, and
acknowledged that they signed the same as their free and voluntary act and deed, for the
uses and purposes therein mentioned.

GIVEN under my hand and official seal this

9th day of July, 1976.



Pamela L. Chambers
Notary Public in and for the State of ~~Washington~~ Cal.,
residing at

JUL 14 1976
5286
LSD EX-145
150000
201

JUL 14 1976